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Current Topics.

A Commissioner of Assize.

IT IS stated that Sir FREDERICK LOW, K.C., has been appointed a Commissioner of Assize to go the Midland Circuit.

Solicitors with the Forces.

WE NOTICED some weeks ago (*ante*, p. 139) the preliminary list of solicitors and articled clerks serving with His Majesty's Forces, the numbers being 668 and 434 respectively. A supplemental list has now been issued by the Law Society with the names of 950 solicitors and 438 articled clerks. These are additional names notified to the secretary up to 31st December, making a total of 2,490. This represents a very noble response to the claims of the Empire in the present crisis.

Armenian "Enemies."

WE PRINT elsewhere the addition which has been made to the Aliens Restriction (Consolidation) Order for the purpose of relieving Turkish subjects who are Greek or Armenian or Syrian, or belong to other communities opposed to the Turkish régime, and who are Christians, from the position of alien enemies. Attention was called to the hardship of treating them as such by the case of an Armenian lady—Madame LUCY THOUMAIAN—and we gather from a letter to the *Daily News and Leader* of the 9th inst. that her solicitors, Messrs. EDWIN HERRIN & Co., presented, on her behalf, a petition to the King, with the result that the relief for her Christian fellow countrymen for which she prayed has been granted.

Vesting of Enemy Property.

UNDER section 4 of the Trading with the Enemy Amendment Act, 1914, the High Court, or a judge thereof, may, on the application of any person who appears to be a creditor of, or entitled to recover damages against, an enemy, or to be interested in an enemy's property, or on the application of the Custodian or any Government Department, make an order vesting in the Custodian—that is, the Public Trustee—any such property, and may confer on the Custodian powers of selling, managing, and otherwise dealing with it. Under section 5 the Custodian is to hold the property during the present war, and thereafter to deal

with it as may be directed by Order in Council; but he may, if so directed by order of the court, pay out of the property any debts owing by the enemy owner and specified in the order; and the Lord Chancellor may make rules prescribing the procedure to be adopted under these sections. Such rules have now been made, dated the 11th inst., and are in operation. Applications under section 4 will be made in the Chancery Division by originating summons, and will be dealt with *mutatis mutandis* in accordance with the practice in similar matters; but a respondent will not be required to enter an appearance. The Custodian, if he is not the applicant, will be a respondent, and so will the alleged enemy owner. The summons will be entitled in the matter of the Act and of the enemy owner, and will be in the form which we print elsewhere. The applicant must shew by affidavit (1) that the owner is an enemy; (2) the nature and extent of the property; (3) the special ground for the vesting order; (4) the title of the applicant to apply. An application under section 5 will be made by ordinary summons with the same title as the originating summons, and the court may direct any necessary or proper accounts for ascertaining the total debts and their priorities, and in directing payment the practice on administration will be followed. Special provision is made for the case where judgment has been recovered against the enemy owner. Any application may be dealt with in the absence of an enemy party. At any step the court may order that the case shall be heard in private. Rules have also been made under section 7 for paying into court sums due on coupons suspected of being enemy property.

National Military Service.

THE LORD CHANCELLOR is reported to have said in the House of Lords, on the 8th inst., that by the common law it is the duty of every subject of the realm to assist the Sovereign in repelling invasion; that is, in the defence of the realm; that this rests on no statute, but on the inherent constitution of the country; and that, therefore, compulsory service is not anything which is foreign to the constitution of this country. In some quarters these words have been taken as indicating that the Government are contemplating conscription as a possible and practicable policy without any appeal to Parliament, but we do not suppose that they were uttered with any such intention. The old books and statutes are, of course, full of military service. There was the general military service to which all the King's subjects were liable for the internal defence of the realm; and there was the particular military service which was due by reason of tenure, and might be required on foreign expeditions (Co. Litt., 71a, note founded on Lord HALE'S MSS.). The latter disappeared with the abolition of feudal tenures by statute 12 Car. 2, c. 24. The former may have existed at common law, but in practice it depended upon a long series of statutes, the first of importance being the Statute of Winchester (13 Ed. 1, c. 6; see Blackstone, Bk. 1, c. 13, 1st ed., p. 398; Clode's Military Forces of the Crown, Vol I., p. 344, where the various statutes are set out). By 1 Ed. 3, statute 2, c. 5, it was expressly provided that "no man be compelled to go out of his shire, but where necessity requireth, and sudden coming of strange enemies into the realm; and then it shall be done as hath been used in times past for the defence of the realm."

The Old Militia.

THE STATUTES referred to above were, generally speaking, repealed in the reign of JAMES I, and the "militia," as the national levy came to be called, "was now unsupported by any statute and founded only upon immemorial usage" (Blackst., *ubi supra*). The right to dispose of this force became a leading cause of the rupture between CHARLES I. and the Parliament. After the Restoration it was declared by statute 13 Car. 2, statute 1, c. 6, that the command and disposition of the militia and of all forces by sea and land was vested in the Crown. From this time the raising of the militia was governed by a series of statutes which have continued to the present day. The selection was by ballot, and substitutes could be provided, but the statutes did not escape opposition. In 1758, at the Spring York Assizes, four persons were found guilty of treason for obstructing the Militia Acts, and were condemned to death, and one was executed (1 Annual Register, pp. 89, 92), and in 1770 there was a great riot at Chirk, in Denbighshire, to oppose the carrying out of the Acts. A consolidating Act was passed in 1786 (26 Geo. 3, c. 107), and again in 1802 (42 Geo. 3, c. 90). In 1829 an Act to suspend the ballot (10 Geo. 4, c. 10), was passed, but under section 2 the ballot might at any time be revived by Order in Council. This was done by Order of 29th December, 1830, and the ballot continued in force till February, 1832. The Act, which was annual, was replaced by the Militia (Ballot Suspension) Act, 1865, which also is annual, and has been perpetuated each year under the Expiring Laws Continuance Act (see the Act for 1914, 4 & 5 Geo. 5, c. 23).

The Voluntary Militia.

MEANWHILE, provision for a voluntary militia was made by the Militia Voluntary Enlistment Act, 1875, and then by the Militia Act, 1882. Under section 18 of the latter Act the Crown can, in case of imminent national danger or of great emergency, by Proclamation (the occasion being first notified to Parliament, if sitting) order the militia to be embodied (see also the Reserve Forces Act, 1882, s. 12). Under section 12 of the Militia Act, "no part of the militia shall be carried or ordered to go out of the United Kingdom"; but this liability might be undertaken voluntarily (Reserve Forces and Militia Act, 1898, s. 2). It may be noticed that similar provision for foreign service was made in 1813, and militiamen were to be found in great numbers at Waterloo; and it is repeated in the Territorial and Reserve Forces Act, 1907, s. 13. Under the last Act any specified battalion of militia might be transferred to the Army Reserve, with liability to service abroad (see Reserve Forces Act, 1882, s. 14). This contemplated the absorption of the militia into the Special Reserve, and, in fact, the militia has been transferred into that force. The conclusion seems to be that, for practical purposes, the Lord Chancellor's declaration does no more than affirm the admitted fact that throughout English history the duty of assisting in the defence of the kingdom has been recognized; service outside the kingdom, on the other hand, has, except by reason of tenure—now extinct—always been voluntary. And this duty, although by reason of its antiquity it may be said to exist at common law, has uniformly been put into practice by statute. Theoretically the ballot may be revived by Order in Council, and a new militia embodied; but this would, apparently, be so different from anything now corresponding to the old militia, that for practical purposes new legislative provisions would seem to be necessary. Of course any such proposal would raise very serious questions, and probably serious opposition. With this aspect of the matter we need not deal further than to suggest that conscription places the population in slavery to a military and aggressive government, and we see the result in the present war.

The United States Note as to Neutral Commerce.

WE REFERRED a fortnight ago (*ante*, p. 172) to the questions which seemed to be raised by the United States Note as to British treatment of neutral commerce. Our observations were founded on a summary of the Note, which was all that was then available. According to the full text of the Note, as subsequently published, the United States' complaints related both to absolute and conditional contraband when bound to neutral ports, and to the exercise of the right of search. Of course, when goods are finally destined for a neutral country, then, whatever their nature, no question of contraband arises. The question arises only where there is an ulterior destination to the enemy. As regards absolute contraband such as copper, which now appears to be the article of chief importance to Germany, it was complained that the rules acted on by the British Government were uncertain. The fact either that the goods were consigned to a specified consignee and not to order, or that the neutral country had placed an embargo on export, might prove the innocence of the goods; but copper consigned to Sweden to a named consignee was, it was said, detained because there was no embargo, and copper consigned to Italy, whether to a named consignee or to order, was detained, notwithstanding that there was an

embargo. As regards conditional contraband, it is necessary to prove, not only an enemy destination, but a destination for the enemy forces; foodstuffs, for instance, destined to the enemy civil population are not contraband, and can be sent either through a neutral country or direct to an enemy port, provided it is not blockaded (*The Peterhof*, 72 U. S. Sup. Ct. Rep., p. 59, and see *The Bermuda*, 70 *ibid.* 515). The United States Note relied on the distinction, and complained that conditional contraband had been seized on mere suspicion, and without any real evidence that it had a belligerent destination. Indeed, as regards both absolute and conditional contraband, it was contended that there must be sufficient evidence at the time of search at sea; a ship cannot on mere suspicion be taken into port and searched there, nor can the liability of the cargo depend "upon presumptions created by special municipal enactment which are clearly at variance with international law and practice." This, no doubt, was aimed at the rule as to goods consigned "to order." In *The Springbok* (72 U. S. Sup. Ct. Rep. 1) where goods were so consigned, and which has been quoted in the papers as opposed to the United States contention, there were other strong indications of an enemy destination.

The British Interim Reply.

SIR EDWARD GREY'S interim reply admits that a belligerent, in dealing with trade between neutrals, should not interfere unless such interference is necessary to protect the belligerent's national safety, and then only to the extent to which this is necessary. But he does not admit that there has been in fact any interference with United States neutral trade. He cites figures to shew that the exports from New York to Denmark, Sweden, Norway, and Italy were much greater in November, 1914, than in November, 1913; in fact about four times as much; to Holland there was a slight falling off; and it was admitted there might be a falling off as regards cotton, which does not pass through New York. The figures are put forward by way of suggestion and not as conclusive, and it is also suggested that any diminution in trade is really due, not to British interference with neutral shipping, but to the general decline in purchasing power owing to the war. As regards copper, it is shewn that there has been an enormous increase in consignments to neutral countries, such as to raise a strong presumption that the ultimate destination is belligerent. Sir EDWARD GREY relies upon the figures as sufficient justification for taking suspected cargoes to a Prize Court. He admits—as of course he was bound to do—the innocence of foodstuffs destined for the enemy civil population, but says that of 773 ships from the United States to the above-mentioned five neutral countries, between 4th August and 3rd January, only 45 have had their cargoes submitted to a Prize Court. "It is, however," he says, "essential under modern conditions that, where there is real ground for suspecting the presence of contraband, the vessels should be brought into port for examination; in no other way can the right of search be exercised, and but for this practice it would have to be completely abandoned." And on the special danger of the present position to Great Britain, he says:—"We are confronted with the growing danger that neutral countries contiguous to the enemy will become, on a scale hitherto unprecedented, a base of supplies for the armed forces of our enemies and for materials for manufacturing armament." Thus the general purport of the interim reply is (1) that any damage to United States interests is due to the war and not to British interference; (2) that the right of search, so long as it exists, must be effective, and this under modern conditions, requires that it shall be exercised in port; and (3) that the increased volume of trade in contraband to neutral countries contiguous to Germany is a menace to British safety.

The Declaration of Paris and Reprisals.

WE HAVE left for separate notice what is, perhaps, the most significant part of Sir EDWARD GREY'S reply. We have already mentioned that he was bound to admit the freedom of foodstuffs destined for the enemy civil population, and under the Declaration of Paris it is immaterial whether such a cargo is enemy property while on the neutral ship or not. The neutral flag covers enemy property except contraband. There was at the very beginning of the war an agitation in certain quarters to violate this rule, and to induce the Government to seize enemy property on neutral ships; in other words, to tear up the Declaration of Paris. Fortunately the Government did not yield to this agitation, and in view of the attitude it had taken up as to "scraps of paper," it was impossible for it, with any consistency, to do so. Humanity is slowly working itself up from the fundamental criminality of war, and existing treaties which mitigate this criminality are the successive marks of its progress. But against an enemy like Germany, which would drag the world down into the depths again, there are limits to the observance of existing rules. As regards foodstuffs meant for the civil population, says Sir EDWARD GREY, it is the present intention to adhere to the rule that they are free; but "we cannot give an unlimited and unconditional undertaking in view of the departure by those against whom we are fighting from hitherto accepted rules of civilisation and humanity, and the uncertainty as to the extent to which such rules may be violated by them in future." In other words, Great Britain entered into the war prepared to accept and act upon existing rules and conventions, including the Declaration of Paris, and the definition of conditional contraband as goods destined for the belligerent forces only; but by way of reprisal for the "frightfulness" of the German occupation of Belgium and part of France, and her bombardment of undefended English towns, it may be necessary to reverse this policy, and to commence a general interception of supplies to Germany, whether destined for the civil or belligerent population. In view of the horrors of the last five months, this course would carry an assent which would never have been given to the initial repudiation of the Declaration of Paris and of the rules as to conditional contraband.

Administrator's Right of Retainer.

WE HAVE received letters from several correspondents questioning the correctness of our treatment last week of an administrator's right of retainer. We said that "since 1899 administration has been granted in such a way as to exclude the right of retainer," referring to *Davies* v. *Parry* (1899, 1 Ch. 602), and *Re Belham* (1901, 2 Ch. 52), and adding:—"In general the question of retainer can now only arise as regards executors." If our correspondents will refer to the judgment of JOYCE, J., in *Michell* v. *Countess Bubna* (1914, 2 Ch., at p. 725)—the case on which we were commenting—they will see that that learned judge prepared the trap into which we fell. Speaking of retainer by "an executor and administrator," he stops to correct himself—"I will not say an administrator, because an administrator could not do it now by reason of the form of the bond"—and proceeds to confine retainer to an executor. We wrote with these words before us, but not caring to commit ourselves to the proposition, that retainer by an administrator was altogether abolished, we inserted the saving words "in general." Our correspondents give the necessary correction by pointing out that, where retainer is abolished, this is due to the form of the bond—"not, however, preferring," &c.—and that it is only when administration is granted to a creditor as such that the bond contains these words. This, no doubt, is so, and the words we have quoted from Mr. Justice JOYCE, and our own remarks last week, must be taken to apply only to the case of a creditor who takes administration as creditor.

Form of Administrator's Bond.

SO MUCH for our mistake; but may we not fairly inquire as to the Probate Division and its want of principle? An administrator who is a creditor, but takes otherwise than as such, and consequently gives a bond in the general form and not in the special creditor's form, is still allowed to retain, and, it may be, to take all the assets to the exclusion of other creditors. One firm of correspondents send us a copy of correspondence relating to a case of this kind. The widow as administratrix took all the assets in satisfaction of her own debt, and they, acting for a creditor, had, after protest, to submit. Why is this allowed? It may be said that when a creditor as such intervenes to take on himself the administration, he really

acts on behalf of all the creditors, and ought not to prefer himself. This no doubt is so, but if a creditor can get administration without calling himself such—that is, because of his relationship to the testator—has he any better claim to prefer himself? In other words, a stranger creditor who takes out administration must do justice as between himself and other creditors; a relation who is a creditor need not. It may be said that this strikes at retainer altogether. Clearly it does, but the Probate Division has already abolished retainer—and with good reason—in the case when the proposing administrator states that he is a creditor and obtains administration as such. Surely it follows that it ought to provide for the case of a relation who takes administration being a creditor, and, by a suitable change in the bond, require that he also shall not prefer himself. Possibly there are practical objections to this course, but the suggestion seems worthy of consideration. The whole doctrine of retainer appears to be anomalous, and courts of equity have shewn their opinion of it by declining to assist it.

Emergency Legislation of France.

By MAURICE THÉRY, Avocat du Barreau de Paris, Barrister-at Law (Middle Temple), and RICHARD KING, of London, Solicitor of the Supreme Court, England.

I.

THE declaration of war, coupled with the universal military service, suddenly brought business life in France to a large extent to a standstill; hence the necessity of emergency legislation to meet the circumstances. Such legislation was passed by Parliament on 4th August 1914, or has been enacted since under sweeping powers granted to the executive by the laws of 4th August.

Original Emergency Laws.—The following laws were passed on 4th August:—

(1.) A law to explain the laws of 27th January and of 24th December, 1910, in respect of the postponement of the maturing of negotiable instruments.

(2.) A law to authorize the appointment of substitutes to public and ministerial officers (Officers of the Court), in case of war.

(3.) A law to secure the working of the Courts of Appeal and of the Tribunals of first instance during the war.

(4.) A law to grant subsidies to pauper families, the heads of whom were called to military service.

(5.) A law concerning the admittance of Alsatians and Lorrainers into the French Army.

(6.) A law of indemnity to "*Insoumis*" (*a*) and deserters from the army and navy.

(7.) Declaration of martial law.

(8.) A law concerning the salaries of members of the Civil Services who, as military officers, are also entitled to receive pay.

(9.) A law authorizing military authorities to provide by way of "Requisition" food and lodgment for persons expelled from fortified towns as undesirable consumers (*bouches inutiles*).

(10.) A law to the same purpose concerning foreigners.

(11.) A law to prevent indiscriminate reports by newspapers.

(12.) A law extending the limit of issue of the Banque de France and Banqu d'Algerie, granting the *interim* compulsory circulation of notes, and approving several agreements passed with these banks.

The Parliament also passed several laws concerning purely military matters with which we are not concerned.

Of all these enactments, the first one, although it purports to be only an explanatory law, has probably the most far reaching effects on account of the sweeping powers which, strangely enough, were added to it.

The provisions of the laws referred to in the heading of the first enactment, although they were passed some few years ago, may as well be set out here for the sake of clearness, and also because they are implied by part of the emergency legislation.

(*a*) The word "Deserter applies to the soldier who unlawfully abandons the army, whilst the word "Insoumis" applies to those who are not yet soldiers, but, who being called by conscription, do not answer the call in order to avoid military service.

Law of 27th January, 1910:—

Section 1.—In case of mobilization of the army, or of occurrence of a plague or public misfortune, or when the working of the Public Offices of either the State, the "Departments," or "Communes," or of such offices as are under the supervision of the same, is stopped, the time during which protests or other proceedings are required to be made in order to keep up any rights in respect of negotiable instruments, may be extended for the whole or part of the territory by an Ordinance made in the Council of Ministers.

Such extension of time, when granted during the sittings of Parliament, shall not exceed thirty full days, and when granted between the sittings, it can be renewed once or several times.

Law of 24th December, 1910.—Section 1 of the law of 27th January, 1910, is added to, as follows:—

"Under the same circumstances, and subject to the same conditions, the time for maturing of negotiable instruments may be extended."

Law of 5th August, 1914.—On 4th August, a law was passed to state what sort of instruments were to be included in the term "Negotiable Instruments," but, as will be seen, the law goes far beyond that object. The law was published on 5th August:—

Section 1.—Cheques, receipts, or other instruments drawn as cash evidence either of the delivery of cash deposits, or of the credit balance of an account at a bank, or other concerns carrying on credit or deposit business, or of the repayment of bonds or of insurance, capitalization or saving agreements payable at a fixed date or at the will of the beneficiary or bearer shall be negotiable instruments within the meaning of the laws of 27th January and 24th December, 1910.

Section 2.—During the mobilization and until the end of the military operations, the Government is authorized to promulgate in the Council of Ministers any such Ordinances as will be required in order to make provision to facilitate the performance of civil or commercial contracts, or to make them temporarily inoperative, to stay the effect of the Statutes of Limitations or of any time limit in civil, commercial and administrative matters, to suspend the provisions of French law as to, or extend the time for, appeal against, for service of, or execution of any judgment of the judicial or administrative courts.

Such stay of the effect of the Statutes of Limitations or of any time limit can be made to apply to "inscriptions hypothécaires" (registration of mortgages), to their renewal, to "transcriptions" (registration of land transfers, &c.), and generally to anything which, by law, must be done within a certain time.

Section 3.—It is optional for the Government to make these provisions enforceable only in part of the French territory.

Section 4.—Under the circumstances provided for by section 2, no proceedings, except public prosecutions initiated by the Public Prosecutor, shall be instituted, and no execution shall issue against persons in active service.

Section 5.—This law is to apply to Algeria, and by special ordinance to the Colonies Antilles, Guyane, and Réunion.

This enactment, together with the declaration of martial law and the compulsory circulation of bank notes, are the only laws which affect the public at large, as the remainder of the legislation passed on 4th August deals with matters of interest only to certain classes of persons. The effect of the law of 5th August is far more extensive than one could expect from its title, since it gives to the executive very important powers upon which is based all the ordinance legislation enacted since the beginning of August.

Section 1 gives a very extensive meaning to the words "negotiable instruments," since it includes among them any instrument drawn as evidence either of the withdrawal of money deposits, and of the credit balance of an account at a bank, or of the repayment of insurance, capitalization or savings agreements. Section 2 gives the executive the power to make provisions with a threefold object:—(*a*) to facilitate the performance of, or to make temporarily inoperative, civil or commercial contracts, (*b*) to stay the effect of the Statutes of Limitations or of any time limit, (*c*) to suspend the provisions of law as to time for appeal against, for service of, or execution of, any judgment. Before examining the Ordinances which have been made to carry out these objects, it may be useful to make a few remarks on some of the other laws which were also passed on 4th August.

Law to Authorize the Appointment of Substitutes to Public and Ministerial Officers.—The work which in England is done by solicitors and notaries, and also by the Sheriff's officer (executing

of judgments), devolves in France on notaries and avoués, as family lawyers and attorneys before the courts, and to huissiers, whose business it is to serve legal documents and to carry out the execution of judgments. These officers are limited in number and have thus between them a monopoly. They cannot act outside the district for which they are appointed, and in many cases—for instance, in small provincial towns—there is only one notary or one huissier. It was, therefore, very important to make provision to enable them to appoint substitutes if they were mobilized, or to cause a substitute to be appointed by the court, if the mobilized officer had left without being able to do so. The law provides that the substitutes may be chosen among retired members of the profession, retired judges, and clerks who have been articled for more than a year.

Law to Secure the Working of the Courts of Appeal and of the Tribunal of First Instance during the War.—There are in France twenty seven Courts of Appeal and a large number of Tribunals of first instance. Judges are not chosen among senior counsel, but magistracy is a profession open to young men who get promotion by degrees. It thus happens that many judges have gone to the front, and that in many small towns the court is likely not to be able to sit for lack of the required number of judges (three). In such cases the law enables the President of the Court of Appeal to appoint a judge of a tribunal of first instance to sit as an appeal judge, or, in case of a tribunal of first instance to appoint a judge of another district within the jurisdiction of the same Court of Appeal to sit at the tribunal where a judge is missing.

Declaration of Martial Law.—It will be sufficient for the present purpose to state, with regard to the declaration of martial law, that its effect is to vest in the hands of the military authorities all the powers which are usually exercised by the civil authorities, and all crimes, felonies, and misdemeanours can be tried before the "Conseils de Guerre," or military tribunals, whoever may be the persons accused thereof.

General Status of Alien Enemies.—There are no specific provisions concerning the general status of alien enemies, but their status is indirectly affected by the provisions of the Ordinances prohibiting commercial and other transactions with and payments to enemies, and also appointing sequestrators of their property. As a consequence of these Ordinances, alien enemies have practically no *locus standi* in the French courts during the period of the war (see also under the next head).

Contracts and Payments.—In pursuance of the Ordinance of 27th September, all business and other transactions with subjects of the German and Austro-Hungarian Empires or persons residing therein are forbidden. It is also forbidden to subjects of the same Empires to carry on business either directly or indirectly within the limits of French territory or of French protectorates. Any agreement made or contract executed in French territory or French protectorate territory by any person, or anywhere by French subjects or subjects of a French protectorate, with subjects of the German and Austro-Hungarian Empires or persons residing therein, is void. This provision was to take effect as from 4th August with regard to Germany, and from 13th August with regard to Austro-Hungary, and to last until a date after the end of the hostilities, to be given by an Ordinance.

During the same period the performance of any pecuniary or other obligation accruing for the benefit of a subject of the German or Austro-Hungarian Empires, or of any person resident therein, from any contract made in French territory by any person, or anywhere by French subjects, on or before the above dates, is forbidden and void. When no part-performance of such contracts or agreements has taken place up to the date of the Ordinance, the same can be cancelled by an order made on an application to the President of the Civil Court. Leave to apply is granted only to subjects of the French Republic or of French protectorates, and to subjects of allied or neutral countries.

The above provisions involve a twofold prohibition which applies both to French people all over the world and to any person in French territories, and restrains them from entering into any business and other transactions with alien enemies, as well as from performing the obligations which they were under in pursuance of former business transactions. Alien enemies have thus no *locus standi* in the French courts as they cannot sue or be sued, any agreement made by or with them being utterly void. And the rule obtains whether the agreements are made directly or indirectly through some third person.

With regard to actions already begun against alien enemies it it necessary, in order to proceed with them, to apply to the court for appointment of a special representative of the alien enemy. Other provisions with regard to legal proceedings generally have, moreover, made the prosecution of actions exceedingly difficult; hence, in most cases, it is advisable not to endeavour to proceed whether it be against alien enemies or not.

The law of 5th August authorizes the executive to make provision by which civil or commercial contracts would become temporarily inoperative; but as the Ordinance of 27th September makes them void altogether, such Ordinance seems to go beyond the powers granted to the executive; however, it can be argued that there is otherwise a legal basis for such provision, viz., Ordre Publique—Public Policy, and the general principles of the law of war. At all events, the Ordinance provides at the end that it shall be submitted to Parliament for approval. This, we may point out, would be very much like an English Bill of Indemnity, but it seems a novelty in French Constitutional law.

It must be noticed that the Ordinance merely prohibits payments to German and Austrian subjects; the debtor is not *ipso facto* freed from his duty to pay, unless he is otherwise entitled to avail himself of the Moratorium. Ordinances have been made providing in many cases for the appointment of a sequestrator of the property of German and Austro-Hungarian subjects, and such sequestrator would then be the proper person to receive payment. If there is no sequestrator, the debtor can either apply to the court to have one appointed, or pay the money to the Caisse des Dépôts et Consignations on condition that the payment to the creditor shall be made only in pursuance of an order of the court. (Circular letter from the Minister of Justice, 30th October, 1914.)

[*To be continued.*]

Reviews.

Magistrates' Law.

THE MAGISTRATE'S GENERAL PRACTICE, BEING A COMPENDIUM OF THE LAW AND PRACTICE RELATING TO MATTERS OCCUPYING THE ATTENTION OF COURTS OF SUMMARY JURISDICTION, PENALTIES ON SUMMARY CONVICTIONS, MAGISTRATES' CALENDAR, &c. WITH AN APPENDIX OF STATUTES, RULES AND FORMS. 12th Edition. By CHARLES MILNER ATKINSON, M.A., LL.M. Cantab., Stipendiary Magistrate for the City of Leeds. Stevens & Sons (Limited); Sweet & Maxwell (Limited). 20s.

The activities of the Legislature, says Mr. Atkinson, in his preface to the present edition of his useful work, during the last few months have been so varied, remarkable, and persistent as to demand the introduction of extensive and far-reaching changes in the text. The statutes which have been passed, and which are duly noted, include the Milk and Dairies Act, 1914, and the Affiliation Orders Act, 1914; and although the Bankruptcy Act, 1914, is only a measure of consolidation it has required careful correction in the references to the statutory provisions as to bankruptcy offences. The Criminal Justice Administration Act, 1914, which, as to many of its provisions, has been postponed to 1st April next, is extensively noticed, and attention may be called to the full treatment given to offences under the Intoxicating Liquor Laws, and to questions arising on the law of Landlord and Tenant, including those under the Law of Distress Amendment Act, 1908; and space has been found to notice the current emergency legislation—the Trading with the Enemy Act and the Courts (Emergency Powers) Act. Altogether, the work is a very complete and convenient guide to magistrates' law.

Books of the Week.

Licensing Law.—Brewing Trade Review—Licensing Law Reports, 1914. A Complete Yearly Record of all Judicial Decisions affecting the Brewing and Licensed Trades; with Notes. Butterworth & Co.; Brewing Trade Review.

The Stock Exchange and the War.—The Effect of War on Stock Exchange Transactions. By WALTER S. SCHWABE, K.C., assisted by PHILIP GUEDALLA, Barrister-at-Law. Effingham Wilson. 3s. 6d. net.

Correspondence.

Administrator's Right of Retainer.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—We observe that on page 185 of your issue of the 9th inst., at the conclusion of your note on "Retainer in respect of Settled Debts," you state that in general the question of retainer can now only arise as regards executors, because since 1899 administration has only been granted in such a way as to exclude the right of retainer in the case of administrators.

We understand that it is only in the case of a grant of administration to a creditor that the administrator is required in the administration bond to undertake to pay the debts of the deceased without preferring his own debt, and that this step was taken in consequence of the decisions you mention in *Davies* v. *Parry* (1899, 1 Ch. 602) and *Re Belham* (1901, 2 Ch. 52).

No such undertaking, however, is required from an administrator who is not a creditor, and except in the case of a creditor administrator it would seem that administrators are still entitled to their right of retainer. Is not this so? BARRY & HARRIS.

50, Broad-street, Bristol, Jan. 11.

[We are obliged to Messrs. Barry and Harris and other correspondents for the correction. See observations under "Current Topics."—ED. *S.J.*]

Registered Property and Costs.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I should be glad to have the opinion of any of your readers on the following case in regard to costs.

A client of mine some years ago executed a registered charge on leasehold property in London (the title being registered under the Land Transfer Acts) to secure a loan which some time ago was reduced to £750. The mortgagees having served notice to repay, I arranged a transfer to another of my clients subject to the loan being reduced to £700, and thereupon prepared and submitted to the mortgagees' solicitors for approval drafts of an instrument of partial discharge under rule 166, and an instrument of transfer in the ordinary form under rule 168. Neither of these documents would be two folios in length. The drafts were returned approved without material alteration, and I then sent to the solicitors the ingrossments of the documents for execution by the (two) mortgagees.

On attending at the office of the mortgagees' solicitors to pay off the loan, the solicitors claimed to be entitled to charge for perusing and obtaining the execution of the instrument of partial discharge (£50) a fee of one guinea, and for perusing and obtaining the execution of the transfer of £700 a fee of four guineas.

As regards the second item they contended that they were entitled to charge the scale fee of 10s. 6d. per cent. for every £100 or part of a £100 as set out in Part II. of the second schedule given on page 84 of the Law Society's issue of "The Land Transfer Fee Order, 1908, and Table of Fees." I pointed out that under Rule 336 this scale applied only to a "*completed* transfer . . . . of a registered charge," and could not be applicable to a case where the solicitors had merely perused and obtained the execution of the transfer.

I also pointed out that, if their contention were correct, in a similar case where the loan was of larger amount, they might be entitled to a fee of twenty-five guineas for the same amount of work, and that it was unreasonable to suppose that the solicitor to the mortgagee paid off would be entitled to the same remuneration as the solicitor representing the new lender, and actually completing the transfer.

Even if the scale were applicable, it seems evident that, as the solicitors charged a fee of one guinea in respect of the instrument of partial discharge on the reduction of the loan to £700, they were not entitled at the same time to charge the transfer fee on £750.

It is unfortunate that the rules in regard to costs and fees issued under the Land Transfer Acts are not more clearly worded and more easy of reference.

In a small matter of this kind one does not care to advise taxation, and it would be helpful to know the views of your readers.

Jan 12. A SUBSCRIBER.

Enemy Rents and Interest.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—We do not remember to have seen any suggestion in the JOURNAL as to what course solicitors should take where they have German clients resident in Germany on whose behalf prior to the war they were receiving rents or interest. We quite understand that the requirements of the Trading with Enemy Amendment Act, 1914, have to be complied with, but they seem more to relate to the moneys received than to money to be collected, and when we asked the Public Trustee what course should be taken, he wrote that he was unable to advise us in the matter. Y. & S.

Jan. 11.

[We hope to consider the matter next week.—ED, *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

NEWSON *v.* **BURSTALL.** No. 1. 12th January.

WORKMEN'S COMPENSATION—ACCIDENT ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT—POINT AT WHICH EMPLOYMENT TERMINATES—CASUAL LABOURER EMPLOYED BY FARMER ASSISTING TO REMOVE THRESHING MACHINE FROM FARM—LOCAL CUSTOM—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, C. 58), S. 1 (1).

A casual labourer, employed by a farmer in threshing corn, met with injury by accident while assisting, at the request of the engine-driver, in getting the threshing machine, which had been hired by the farmer, out of the farm on to the public road, after he had been paid off by the farmer. It was found that there was a local custom for such casual labourers to follow machines from farm to farm on the chance of being engaged by the farmers to help in the threshing, and that they were expected, after being employed in threshing, to assist in packing up the machine and getting it with the engine on to the road, as part of their regular employment.

Held, that there was evidence upon which the County Court judge was justified in finding that the accident arose out of and in the course of the employment.

Appeal by the employer from a decision of his honour Judge Mulligan at Norwich County Court. The applicant was an agricultural labourer, and for two months before the accident had been following a threshing machine belonging to one Farrow, and going to farms where the machine had been hired, and where he was usually engaged by the farmer to assist in the threshing. He was employed by the respondent's steward to do two days' threshing at 2s. 6d. per day. The threshing was completed by 3 p.m. on the second day, after which the applicant and other men similarly employed were paid their wages. The threshing machine then had to be packed up ready to be moved off, attached to the engine, and the whole got on to the road. For this purpose the services of several men were required, and the applicant, while rendering assistance in this operation at the request of the engine-man, was seriously injured by the engine coming back suddenly and pinning him between the drum and the gate post. He claimed compensation from the farmer. The respondent contended that the accident did not arise out of or in the course of the employment, which was at an end, but in the course of rendering gratuitous services to the engine-driver, in the expectation that by so doing he would have a better chance than he otherwise would of being taken on by the farmer at the next job on which the machine might be engaged. The County Court judge reserved judgment, and delivered it on 2nd June, 1914, in favour of the applicant. He held that, according to the evidence, it was the custom of the country for a threshing machine to be taken about the roads by two or three men in the employment of the owner, followed as a rule by some five or six casual labourers, who accompanied it on the chance of being engaged and paid by farmers, and that by such custom it was part of the ordinary work of such labourers to help move the machinery off the farm on to the road, as the staff employed by the machinery owner was not sufficient for this work. He found that the work being done by the applicant at the time of the accident was not merely ancillary to, but was a factor of, his employment by the respondent, and therefore that the injury arose out of and in the course of the employment. The respondent appealed.

THE COURT dismissed the appeal.

Lord COZENS-HARDY, M.R., said the learned County Court judge had given a very careful reserved judgment, and the sole question for consideration was, there being an admitted accident, did it arise out of and in the course of the employment? The position was peculiar and complicated by local customs. Burstall had two stacks to thresh, and engaged Farrow's engine, with which were two men, one to drive the engine, the other to feed the machine. The engine having arrived outside the farm had to be moved inside, and the evidence shewed that that could not be done without extra labour. The operation of threshing being one which employed more labour than was normally found on the farm, casual labour had been engaged. The question in dispute was, when the applicant's services began, and when they ended. Counsel for the respondent argued that the employment by the farmer ceased when he was paid his wages. On the other hand, it was contended that there was evidence that the contract between the farmer and the applicant was to assist in bringing the machine from the road to the stack, to help thresh, and then to assist in bringing the machine out of the farm again, and that it did not matter at what moment the men were paid their wages. [His lordship having referred to the evidence as to the fact that it took six or eight men to move the engine, and the engine-man expected their help, proceeded:] In his opinion there

was sufficient evidence to justify the learned judge in holding that the casual labourer was engaged on the understanding of helping Farrow's men to move the engine to and from the road. It was rather a question of fact than of law, and it was impossible to disturb the finding. The appeal would be dismissed with costs.

SWINFEN EADY, L.J., delivered judgment to the same effect, observing that the respondent admitted that he employed Farrow to drive and feed the engine, but supplied "all the rest of the labour" himself. That included moving the engine from one stack to another, a distance of 100 yards, besides moving it in and out.

PHILLIMORE, L.J., concurred, but with grave doubts whether the inference drawn from the evidence was a right one; however, as it was partly a question of fact, he would not differ from the rest of the court.—COUNSEL, *Holman Gregory*, K.C., and *Gerald Dodson*. SOLICITORS, *Watson, Sons, & Room; Mills & Reeve*, Norwich.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

CASES OF LAST SITTINGS.

JUREIDINI v. NATIONAL BRITISH AND IRISH MILLERS INSURANCE CO. (LIM.). 20th and 21st July; 14th and 15th December.

INSURANCE (FIRE)—CONSTRUCTION OF CLAUSES—ARBITRATION—CONDITION PRECEDENT TO ACTION—DISPUTE AS TO AMOUNT—SUBSEQUENT DENIAL OF ALL LIABILITY ON ALLEGATION OF FRAUD—CLAIM ON TOTAL LOSS—RIGHT TO MAINTAIN ACTION.

The appellant took out a fire policy with the respondent company, which by clause 12 provided, inter alia, that if a claim should be made in any respect fraudulent, or if the loss or damage should be caused by the wilful act or with the connivance of the insured, all benefits under the policy should be forfeited. Clause 17 provided that, if any difference arose as to the amount of any such loss or damage, such difference should, independently of all other questions, be referred to arbitration, and it was thereby expressly stipulated and declared that it should be a condition precedent to any right of action upon the policy that the award of such arbitrator of the amount of the loss or damage, if disputed, should first be obtained.

The defendants, after correspondence, finally repudiated a claim on the ground that the circumstances of the fire suggested arson, and an action was commenced against them in which they pleaded in defence the clauses in the policy above referred to.

At the trial before Darling, J., and a special jury, the jury found that the charge of arson had broken down, and judgment was entered for the plaintiff for the definite amount claimed. The insurance company appealed on the ground that the arbitration clause was a bar to the action, and they also alleged grounds for a new trial. The Court of Appeal disposed of the motion on the first ground only, and did not deal at all with the other points on which a new trial was asked.

Held, allowing the appeal with costs, that the judgment of Darling, J., should be restored, without prejudice to any application which the insurance company might make to restore the notice of appeal so far as it related to a new trial. The judgment of the court of first instance to be stayed for one month to enable that application to be made.

Appeal by the appellant, the plaintiff in the action, from an order of the Court of Appeal. The action was brought on a fire policy effected by the plaintiff with the defendant insurance company on his stock-in-trade at Port Limon, in the Republic of Costa Rica. Clauses 12 and 17 of the policy provided to the effect stated in the headnote. On 20th April, 1910, all the goods of the appellant's firm were destroyed by fire, and notice of the fire and loss was given to the insurance offices. After a long correspondence the respondents, by their solicitors by a letter of 18th November, 1910, disputed the claim on the ground of arson, and after some further correspondence the respondents' solicitors stated that the letter of 18th November was to be treated as a total rejection of the claim, and that they were acting on behalf of all the insurance companies concerned. On 16th December the appellant's firm began actions against all the insurance companies, but all the actions except that against the respondents were stayed. The defendants pleaded the conditions in the above two clauses. Darling, J., on the finding of the jury that the premises had not been set on fire by the act or with the connivance of the plaintiff, and that the claim was not fraudulent, entered judgment for the plaintiff for the sum covered by the policy—£643 odd. The Court of Appeal reversed that judgment on the ground that no action was maintainable until there had been an arbitration to assess the amount of the damage. The plaintiff appealed.

Viscount HALDANE, C., in moving that the appeal should be allowed, said that by their notice of motion to the Court of Appeal the insurance company said (1) that arbitration was a bar to the action; (2) that the verdict was against the weight of the evidence, and that there was some further evidence which ought to be taken into account. That motion was now out of time. The Court of Appeal disposed of the motion on the first ground only. He thought the decision in the circumstances on the first point was wrong, and the case must go back for that court to deal with the motion for a new trial. The judgment of Darling, J., would therefore be restored as to that, but execution would be stayed to enable an application for a new trial to be made in the terms of the notice of motion. The respondents would pay the costs here and in the Court of Appeal.

Lords DUNEDIN, ATKINSON, PARKER and PARMOOR concurred.—COUNSEL, for the appellant, *Gordon Hewart*, K.C., *Sylvain Mayers*, and *Owen Evans*; for the respondents, *Holman Gregory*, K.C., *J. B. Matthews*, and *P. D. Durnford*. SOLICITORS, *Fielder, Jones, & Harrison*, for *C. T. Rhodes & Son*, Halifax; *Andrews, Ogilvie, & Fisher*.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—King's Bench Division.

AUSTIN FRIARS STEAMSHIP CO. v. SPILLERS & BAKER (LIM.).
Bailhache, J. 18th and 21st December.

INSURANCE (MARINE)—STRANDED VESSEL—COLLISION WITH PIER—NECESSARY AND PRUDENT ACT—GENERAL AVERAGE—CONTRIBUTION.

The master and pilot in charge of a vessel which had been stranded decided in the interests of the ship and cargo to take her into a dock with the knowledge that in so doing she would strike and damage a pier. It was found as a fact that the course adopted was a reasonable and prudent one. In an action by the owners of the ship against the cargo owners for contribution in general average in respect of the damage to ship and pier,

Held, that the items claimed represented general average sacrifice and expenditure, in respect of which there was an implied obligation on the part of the ship owner and cargo owner that such items should be borne between them.

The plaintiffs, owners of the s.s. *Winchester*, claimed from the defendants, the cargo owners, contribution in general average in respect of two items of alleged general average sacrifice and expenditure. On 6th November, 1912, *The Winchester* was bound for Sharpness Docks with a cargo of maize, and on proceeding up the Severn she grounded within a short distance of the docks. The following morning she floated, and was carried by the tide to about a mile above the entrance to the docks, where she became stranded. She was seriously damaged, and there was imminent danger to both ship and cargo. On 7th November she was got off by means of tugs. She had no steam available, and only her hand-steering gear to work with. There was a pilot on board, and the intention was formed at first to take her down the river to a place called Ackthorn, and there put her on the ground for the greater safety of the ship and cargo. When she had been towed about half a mile she was found to be making water, and it was then decided to take her into dock, which necessitated her being taken between two piers. The ebb tide was running very strongly, and it was contemplated by the master and pilot that she would strike the lower pier, and do damage. In considering the choice between going to Ackthorn and hitting the pier the master and pilot both formed the opinion that the latter would be the lesser of two evils. She struck the pier with her starboard bow, and damaged herself to the extent of about £1,600, and the pier to the extent of about £5,000. The learned judge found as a fact that to put into Sharpness with the knowledge that in so doing the steamer would strike the pier was a reasonable and prudent thing to do in the interests of the ship and cargo. It was contended on behalf of the plaintiffs that the sacrifice and expenditure came within general average. It was submitted on behalf of the defendants that, since to run into the pier was *vis-a-vis* the dock company, a tort, and since there was no contribution among joint tort-feasors, there could be no right of contribution in general average. *Cur. adv. vult.*

BAILHACHE, J., said the operation of getting *The Winchester* off, and taking her either to Ackthorn or into Sharpness was, in the circumstances, a general average act, and a general average loss was defined in the Marine Insurance Act, 1906, s. 66, as "a loss caused by or directly consequential on a general average act." Lawrence, J., in *Birkley* v. *Presgrove* (1 East, p. 228), defined general average loss in terms which had become classical. He said: "All loss which arises in consequence of extraordinary sacrifices made or expenses incurred for the preservation of the ship and cargo come within general average, and must be borne proportionably by all who are interested." There was possibly no difference between the two definitions, but if there was, the statutory one must prevail. It was quite clear on the facts that the damage to the steamship and the pier both fell within the statutory definition of general average loss. That disposed of the right of contribution in respect of the damage to the ship, and would dispose of the right to contribution in respect of the damage to the pier; but strangely enough there was no decision to be found upon the point whether general average expenditure included the making good of damage done to the property of some third person. In principle it clearly did. The collision with the pier was a foreseen result, and not the result of a subsequent accident. So far as text-book writers were concerned, there was authority in favour of such expenditure being treated as general average expenditure. Phillips on Insurance (5th ed., vol. 2, par. 1, 311), said so, and referred to Casaregis for his authority, and Sir Joseph Arnould, in his work, the second edition, which was the last edited by himself (vol. 2, p. 913, par. 331), was to the same effect. It was urged on behalf of the defendants that the law of general average had long since become crystallized, and that no further extension of it was possible, except by legislation. The answer was, that it was not an extension of the law to apply old principles to new instances. It was also suggested that, since to run into the pier was *vis-à-vis* the dock authorities, a tort, and since there was, by English

common law, no contribution between joint tort-feasors, there was no right of contribution in general average. That assumed that the dock company could have sued the cargo owner for the damage done by the ship to the pier, an interesting point which he would not be prepared to decide without argument and consideration. He did not, however, think the common law rule applied in any sense in general average. In his judgment, the position was that the master had implied authority when the occasion arose for a general average act to do whatever was necessary and prudent for the preservation of the ship and cargo, even if it involved committing a trespass, and that there was the further implied obligation on the part of the ship owner and the cargo owner to bear between them in their respective proportions the consequences of every such necessary or prudent act. That implied obligation might perhaps be said to be contractual as between ship owner and cargo owner, but he rather inclined to the view expressed by Brett, M.R., in *Burton* v. *English* (12 Q. B. D. 200), that it came from the old Rhodian laws, and was incorporated into English law as the law of the ocean. It was scarcely necessary to say that maritime law as administered in this country was not necessarily the same as the common law. The every-day instance of that was the difference in result in collision cases on land and on seas, where both parties were in fault. There would be judgment for the plaintiffs with costs. —COUNSEL, *Roche*, K.C., and *Mackinnon*; *Leslie Scott*, K.C., and *Raeburn* (for *Chaytor*, K.C., serving with H.M. forces). SOLICITORS, *Botterell & Roche*; *Waltons & Co.*, for *Bateson, Warr, & Wimshurst*, Liverpool.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

RIEVA v. RIEVA. Bargrave Deane, J. 2nd and 3rd November.

DIVORCE—JUDICIAL SEPARATION—JURISDICTION—FOREIGN DOMICIL—RESIDENCE WITHIN JURISDICTION—ADULTERY COMMITTED OUTSIDE JURISDICTION—ACT ON PETITION—SUMMONS TO STRIKE OUT.

On a summons to strike out an act on petition filed by a husband, praying that a petition for judicial separation presented by his wife should be dismissed, on the ground that he was neither domiciled nor resident within the jurisdiction, it appeared that the husband, who was a Spanish subject domiciled in Hamburg, had married in England and resided there with his wife for some time, afterwards going with her to Hamburg, where they had lived together for over three years. In consequence, as she alleged, of his adultery in Hamburg, the wife left the husband and came to England, where she presented a petition for judicial separation on the ground of that adultery. The petition was served on the respondent while on a temporary visit to this country.

The court, remarking that the question on which its jurisdiction depended in such a case was, whether the wife had good ground for leaving the husband, and whether she needed the protection of the court, refused to determine that question upon an interlocutory application, and ordered that the act on petition should be heard with the wife's suit for judicial separation.

Armytage *v.* Armytage (1898, *P.* 178) *discussed.*

This was a summons adjourned into court for further argument. The wife, who was petitioner in a suit for judicial separation on the ground of her husband's adultery, asked for an order that an act on petition filed by the husband should be struck out. By her petition, dated 18th September, 1914, the petitioner alleged that she was married to the respondent in England on 22nd March, 1906; that the respondent was resident in England, and that his domicil was either Spanish or English; she prayed for a decree of judicial separation against the respondent on the ground of his adultery in Hamburg, and asked for the custody of the two children of the marriage. The petition was served on the respondent in England; he had appeared under protest, and, on 5th October, 1914, had filed an act on petition, in which he prayed that the petition for judicial separation might be dismissed. In his act on petition the respondent alleged that his domicil of origin was Spanish. He had never at any time acquired an English domicil, nor had anything in the nature of a permanent residence in England. He had come to England in 1899 to learn the English language, and to get into touch with the Spanish import fruit trade; he had married the petitioner in England on 22nd March, 1906, and had lived with her in England until April, 1908, when he and the petitioner and their son, who had been born on 3rd May, 1907, had gone to Valencia, in Spain. They returned to England in May, 1909, and a second child was born there on 8th September, 1909. In December, 1909, he had gone to Hamburg, with the petitioner and his children, as a representative of a firm of Spanish fruit dealers, and he had lived at Hamburg ever since. In May, 1913, the petitioner returned to England, taking the children with her. In November, 1913, he had come to England to persuade the petitioner to return to Hamburg; she had promised to do so, but never came. In March, 1914, he came to England again; the petitioner refused to return with him to Hamburg; or to permit the children to return. He had, however, taken the children back with him to Hamburg, where they remained until 29th July, 1914. On that date they had been secretly removed by the petitioner, and were now in England. In consequence of the war he had been unable to leave Hamburg to recover his children until September, 1914. While in England trying to find out where they were, he had been served with the petition for judicial separation. He was only temporarily resident in this country, and had no fixed abode here; on 20th August, 1914, the petitioner had registered herself as an alien of Spanish nationality. Counsel for the petitioner submitted that, assuming the facts set out in the act on petition to be true, they shewed no grounds for objecting to the jurisdiction of the court. The petitioner before marriage was English, and she and the respondent had lived for considerable periods in England; the respondent admitted that the petitioner had come to this country to claim the protection of the court. The case of *Armytage* v. *Armytage* (1898, P. 178) was exactly in point; that case decided that residence, apart from domicil, was sufficient to found jurisdiction in cases of judicial separation. [BARGRAVE DEANE, J.—My difficulty is that there are no facts before me to shew that the wife was justified in withdrawing from her husband; unless you establish that, I think that the act on petition must stand. In *Armytage* v. *Armytage* (*supra*) the wife fled from her husband on the ground of his cruelty, and the judge heard the facts. This court inherits the old Ecclesiastical jurisdiction, and if a foreigner in this country requires protection, the court will grant it. The whole point here is: "Does the wife require protection? Had she good grounds for running away from the husband?"] Counsel for the respondent submitted that the present case was distinguishable from the case of *Armytage* v. *Armytage* (*supra*); in that case not only was the husband resident in England; he had himself invoked the jurisdiction of the Court of Chancery. Further, adultery was different from cruelty, and the petitioner was in no need of protection. The matter ought not to be decided upon an interlocutory application, but on the hearing of the act on petition. When the full facts were before the court he could clearly differentiate the case from that of *Armytage* v. *Armytage*.

BARGRAVE DEANE, J.—I think this application is premature. If this had been a suit for dissolution of marriage, then the husband in his act on petition need only have set up his foreign domicil. But in a suit for judicial separation relief is given on the same principles as in the old Ecclesiastical Courts. Those courts gave relief because the bishop had the cure of souls in his own diocese, and where relief and protection were required. I cannot decide the question of jurisdiction without hearing all the facts. I shall order the act on petition to be heard with the wife's suit for judicial separation. I think it is sufficient that the husband has appeared under protest. I will order an interim injunction to issue against him, forbidding him to molest his wife or children in any way, and directing that the children be not removed out of the jurisdiction without an order of the court. The question of costs will be reserved until the trial.—COUNSEL, *Bayford*, for the petitioner; *H. D. Grazebrook*, for the respondent. SOLICITORS, *Sharpe, Pritchard, & Co.*; *W. P. Ellen*.

[Reported by CLIFFORD MORTIMER, Barrister-at-Law.]

IN PRIZE.

"THE ROUMANIAN." Evans, P. 23rd and 24th November; 26th December.

PRIZE LAW—ENEMY SHIP—CARGO IN COURSE OF BEING UNLOADED ON QUAY—OIL—SUBJECT TO TEST BY CUSTOMS AUTHORITIES—OIL "ON LAND" OR "IN PORT."

Enemy oil which has been pumped from an English ship into the tanks of a wharfinger 100 yards from the wharf at Purfleet in the Thames before the Customs authorities claimed it as prize can still be condemned as droit of Admiralty.

In this case a cargo of 6,264 tons of petroleum was seized at Purfleet on 22nd August. The oil, which, at the time of seizure, was the property of the Europäische Petroleum Union of Bremen (referred to as the German company), was loaded at Texas in the British steamship *Roumanian* in July—owners, the Petroleum Steamship Co. (Limited) (referred to as the steamship company)—and but for the war would have gone to Hamburg. *The Roumanian* called at Dartmouth for orders, and thence proceeded to London, where the oil was pumped into the tanks of the British Petroleum Co. (referred to as the tank company) as wharfingers. The main question in the case was whether it had thereby become enemy property on land so as to be exempt from seizure. *Cur. adv. vult.*

Sir SAMUEL EVANS, P., in the course of his judgment, said: The ship arrived at Purfleet on 21st August, and was moored at the tank company's wharf at noon. The discharge of the oil into the tanks of the tank company by means of pumps and connecting pipes was immediately begun. Information has to be given, and was in this case given by the shipbrokers to the Custom House officer of the arrival of the steamship, in order that the oil may be tested to ascertain whether it is subject to duty or not. The officer visited the steamer on 21st August. Some of the oil had already been discharged. He tested a sample taken from one of the ship's tanks. It was somewhere near the dutiable line; so he took away a sample to be tested in the laboratory to the Custom House. He went again to the vessel on the next day and took another sample, this time from the discharging pipe. He did not receive the test note from the Custom House analyst until 24th August. Meantime, on 22nd August, a letter was delivered on board the steamer from the Custom House officer at Gravesend, of which the following is a copy:—"Custom House, Gravesend, 22.8.14. To the master ss. *Roumanian*, Purfleet. Sir,—I have to inform you that your cargo, consisting of about 6,264 tons of refined petroleum oil, is placed

under detention.—Your obedient servant, H. BURRELL, Sen." At this time 4,800 tons had been discharged from the vessel into the tanks, and 1,400 tons still remained in the vessel. The test note afterwards given on 24th August shewed that the oil was of a quality admitted free of duty. The Customs officer first referred to deposed that until the cargo is certified free of duty it is still regarded as being in the charge of the Customs, and an offence against the Revenue laws would have been committed if any delivery had taken place before. It is quite clear that, by International law, the 1,400 tons was confiscated as prize on board a ship which arrived in port after the outbreak of hostilities. The main question was whether the 4,800 tons already discharged and in the tanks of the tank company were confiscable as prize. The broad foundation of the argument for the German company was that this oil was on land, and that enemy property on land cannot be seized as prize. The tanks were contiguous to the tank company's wharf, where the ship was moored, and were used in conjunction with the wharf for dealing with oil cargoes. Their distance from the wharf was between 100 and 150 yards. Was the oil in the tanks "on land" as this phrase has been used in International law; or was it still in port for the purpose of applying the principle of seizure of enemy property in port? Again, even if in strictness it was on land, was it in the circumstances immune from seizure and free from confiscation in a Court of Prize? According to the practice of former times, and according to the views held by some of the most authoritative International jurists, all enemy property on land as well as on sea and in ports, creeks, and rivers could be captured and confiscated. But, by special treaties, and subsequently by the mitigation of rules considered to operate harshly on enemy owners of private properties, capture of such properties on land has been avoided and has fallen into desuetude. The present position is well stated in Hall's International Law (6th ed., p. 435; and see Wheaton, 1866 ed., by Dana, p. 451, note). We start accordingly in the present case with the broad proposition that all enemy property—ships and cargoes—may, after the outbreak of war, be captured *jure belli* on the sea, or in rivers, ports, and harbours of this country. All such captures are tried in the Prize Court, and can only be condemned in this court. "The nature of the ground of the action—prize or not prize—not only authorizes the Prize Court, but excludes the common law" (*per* Lord Mansfield in *Lindo* v. *Rodney*, 2 Doug., at p. 613, note). Now *The Roumanian*, from the outbreak of war, carried an enemy cargo. This cargo as such was subject to capture or seizure as prize, either on the high seas or after the arrival of the vessel in port. The vessel was not bound to come into a port of this country. But she was in a dilemma. As the vessel came, and properly came, into a British port, she could not help bringing the oil into the port too, unless she pumped it into the sea. She was not bound to do that. It was delivered—or rather 4,800 tons of it were pumped into the tanks; and there it was, subject by some kind of tacit understanding to the lien for freight. It was a sort of *nullius bonum*. It came into the port as maritime merchandise of the enemy, subject to seizure, and in my opinion the whole of it remained such until it was actually formally seized on behalf of the Crown on 22nd August. I cannot see how or by what process the portion of it which was at one end of the pipe in the tanks on shore had ceased to be seizable enemy cargo any more than the portion remaining in the ship at the other end had. But it was argued, as to the 4,800 tons, that the seizure was on land as distinguished from in port; and therefore that the court had no jurisdiction over it as prize. The word "port" may bear different meanings in different connections. In relation to enemy goods—by their nature the subject of naval prize when at sea after the beginning of the war—I think the word "port" has a meaning extended beyond the part covered with water in which a ship carrying the goods would be afloat. Indeed, counsel for the German owners conceded that a wharf alongside would come within the "port" in this sense, although it would be strictly "*on* land." I fail to see what difference the 100 yards from the edge of the wharf ought to make. [His lordship quoted from Hale's De Portibus Maris as to the definition of "port" (Hargrave's Law Tracts, pp. 46, 47, 48), and continued] It will be observed that "warehouses" are expressly included in the definition of "port." And the tank company's tanks in the present case could not be placed in a category higher than, or different from, warehouses. The tanks are oil warehouses. [And after referring to and distinguishing *The Two Friends* (1 C. Rob. 271), *The Hoffnung* (6 C Rob. 383), and *The Charlotte* (6 C. Rob. 386 note), continued:] The other authority authority referred to was the well-known case of *Brown* v. *The United States* (12 U. S. Sup. Ct. Rep. 110). In the District Court it was tried before Mr. Justice Story. Mr. Justice Story also sat in the Supreme Court on the appeal and was one of the dissenting judges. The ultimate decision was that the property was on land, and was found on land at the beginning of hostilities, and that, therefore, it could not be condemned as enemy property. Applying the principles of the law of nations to the present case, I have come to the conclusion that the whole of the oil cargo of *The Roumanian* was maritime prize, subject to seizure both on board and in the tanks; that the case falls within the jurisdiction of this court; that the portion in the tanks was seizable even if they have to be regarded strictly as being on land as distinguished from the port; but also that the tanks were within the port; and that all the oil was seized, and lawfully seized, by the Customs officers on behalf of the Crown, and must be condemned to the Crown as prize in the Crown's right to droits of Admiralty. I decide, therefore, against the claim of the German company, and decree condemnation of the whole cargo. As to the claim for freight, by consent the Crown will pay what is decided by the registrar and merchants to be the reasonable amount.

As to the charges for landing and storing in the tanks, the Crown also assents to payment, either to the steamship company or to the tank company (whichever may be entitled) of the proper sums, to be ascertained also by reference to the registrar and merchants. Leave to appeal to the Privy Council was granted, but his lordship refused to restrain the Crown from selling the oil pending the hearing of the appeal.—COUNSEL, *Sir J. Simon*, A.-G., and *T. Mathew*, for the Crown; *Maurice Hill*, K.C., *R. H. Balloch*, and *C. R. Dunlop*, for the claimants. SOLICITORS, *The Treasury Solicitor; Ince, Colt, Ince, & Roscoe.*

[Reported by L. M. MAY, Barrister-at-Law.]

New Orders, &c.

War Orders and Proclamations.

The *London Gazette* of 8th January contains the following:—

1. A proclamation, dated 7th January (printed below, with the omission of the recitals), varying the Trading with the Enemy Proclamation No. 2 (58 SOLICITORS' JOURNAL, p. 827).

2. An Order in Council, dated 7th January (printed below), amending the Aliens Restriction (Consolidation) Order, 1914, in favour of Greek, Armenian, and Syrian subjects of Turkey.

3. An Order in Council, dated 7th January, under the Medical Act, 1886, declaring that Part II. of the Act shall apply to the Kingdom of Belgium until otherwise ordered. The effect appears to be to enable Belgian medical practitioners to be registered here.

4. An Order in Council, dated 7th January, extending to the Isle of Man, subject to certain adaptations, the Trading with the Enemy Act, 1914, and the Trading with the Enemy Amendment Act, 1914.

5. An Order in Council, dated 7th January, extending to the Isle of Man the Patents, Designs and Trade-Marks (Temporary Rules) Act, 1914, and any rules which have been issued thereunder.

6. A Notice to Mariners, dated 5th January, with regard to compulsory pilotage on the North-East Coast in consequence of defensive mine-fields.

The *London Gazette* of 12th January contains the following:—

7. The Trading with the Enemy (Vesting and Application of Property Rules, 1915), which come into operation forthwith. The form of application is printed below; and see under "Current Topics."

8. The Trading with the Enemy (Suspected Coupons) Rules, 1915, which come into operation forthwith.

Proclamation Relating to Trading with the Enemy.

1. Notwithstanding anything contained in paragraph 6 of the Trading with the Enemy Proclamation No. 2, transactions hereafter entered into by persons, firms, or companies resident carrying on business or being in the United Kingdom

(*a*) in respect of banking business with a branch situated outside the United Kingdom of an enemy person firm or company, or

(*b*) in respect of any description of business with a branch situated outside the United Kingdom of an enemy bank,

shall be considered as transactions with an enemy:

Provided that the acceptance, payment, or other dealing with any negotiable instrument which was drawn before the date of this Proclamation shall not, if otherwise lawful, be deemed to be a transaction hereafter entered into within the meaning of this paragraph.

2. The power to grant licences on Our behalf vested by paragraph 8 of the Trading with the Enemy Proclamation No. 2 in a Secretary of State, or the Board of Trade, may also be exercised by the Lords Commissioners of Our Treasury.

3. If the Governor in Council of any British possession shall issue a Proclamation extending the provisions of this Proclamation to transactions by persons, firms, or companies resident, carrying on business, or being in that possession, such first mentioned Proclamation shall have effect as if it were part of this Proclamation.

4. This Proclamation shall be read as one with the Trading with the Enemy Proclamation No. 2, and with Our Proclamation dated the 8th day of October amending the same.

7th January.

Order in Council. Greek and Armenian Subjects of Turkey.

Whereas by the Aliens Restriction (Consolidation) Order, 1914 (hereinafter referred to as the Principal Order), His Majesty has been pleased to impose restrictions on aliens and to make various provisions for carrying those restrictions into effect:

And whereas it is desirable to amend the said Order in manner hereinafter provided:

1. The following article shall be inserted after Article 25A of the Principal Order:—

"25B. A registration officer may, subject to the general or special instructions of the Secretary of State, grant to a Turkish subject resident in his registration district, who is shown to his satisfaction to be by race a Greek, Armenian, or Syrian, or a member of any other community well known as opposed to the Turkish *régime*, and to be a Christian, a certificate of exemption from all or any of the provisions of this Part of this Order, except such as apply to alien friends.

"Any such certificate shall be operative throughout the United Kingdom, but may be revoked by the registration officer who granted it or by the registration officer of any district in which the holder is for the time being resident."

2. This Order may be cited as the Aliens Restriction (Armenians, &c.) Order, 1915.

7th January.

Trading with the Enemy Amendment Act, 1914.

FORM OF ORIGINATING SUMMONS UNDER SECTION 4.

In the High Court of Justice,
Chancery Division,
Mr. Justice
In the matter of the Trading with the Enemy Amendment Act, 1914.
And in the matter of *A.B.* an Enemy within the Act.

Let *A.B.* of a person alleged to be an enemy within the above Act and the Public Trustee of the custodian for England and Wales under the above Act attend at the chambers of Mr. Justice at the time specified in the margin hereof [*or* on the day of 19 at o'clock in the noon] on the hearing of an application of *C.D.* of who claims to be a creditor of the said *A.B.* [*or* to be entitled to recover damages against the said *A.B.* or to be interested in the property hereinafter referred to belonging to or held or managed for or on behalf of the said *A.B.*] that the undermentioned real or personal property or rights in or arising out of real or personal property may vest in the said custodian and that there may be conferred on him such powers of selling managing and otherwise dealing with the property as may seem proper.

The following constitutes the real or personal property or rights to which this summons refers, namely [*here give short description*].

NOTE.—It will not be necessary for you to enter an appearance in the Central Office, but if you do not attend either in person or by your solicitor at the time and place above mentioned [*or* named in the endorsement hereon], such order will be made and proceedings taken as the Judge may think just and expedient.

Order in Council.

COUNTY COURT OF KENT.

Whereas it is enacted by the County Courts Act, 1888, that it shall be lawful for His Majesty by Order in Council from time to time to order, amongst other things, the consolidation of any two or more Districts, and to order by what name and in what towns and places a Court shall be held in any District:

Now, therefore, &c., it is hereby ordered, that the District of the County Court of Kent held at Hythe and the District of the County Court of Kent held at New Romney shall be consolidated under the name of the County Court of Kent held at Hythe and New Romney, and a Court shall be held in that District at Hythe and New Romney.

This Order shall have effect as from the 1st day of January, 1915.

Societies.

Annual General Meeting of the Bar.

The annual general meeting of the bar will be held (by permission of the Masters of the Bench) in the Inner Temple Hall on Monday, 18th January, at 4.15. The Attorney-General will preside.

In accordance with the regulations, the General Council of the Bar will submit its accounts to the meeting, together with a statement of the proceedings of the past year, and a record of the attendances of the elected members of the Council at its meetings.

Solicitors' Benevolent Association.

The directors held their usual monthly meeting at the Law Society, Chancery-lane, on the 13th inst., Mr. Alfred Davenport in the chair, the other directors present being Messrs. T. S. Curtis, Thomas Dixon (Chelmsford), Walter Dowson, W. E. Gillett, Charles Goddard, J. R. B. Gregory, L. W. North Hickley, C. G. May, W. A. Sharpe, R. S. Taylor, R. W. Tweedie, and W. M. Walters. Annuities and grants to the amount of £877 were made to poor and deserving cases. Sixteen new members were admitted, and other general business transacted.

Obituary.

Mr. Robert Erskine Pollock, K.C.

Mr. Robert Erskine Pollock, K.C., died at his country residence, Avening Court, Avening, Gloucestershire, on the 8th inst., at the age of sixty-five. He was the eldest son of the late Captain Robert John Pollock, of the 8th Madras Cavalry, and grandson of the late Right Hon. Sir Frederick Pollock, first baronet. He was educated at Trinity Hall, Cambridge, passing in the Law and History Tripos and graduating LL.B. in 1872. He was called to the bar at the Inner and Middle Temple in 1873, took silk in 1892, and was elected a bencher of the Middle Temple in 1897. He was a magistrate for Gloucestershire and deputy chairman of quarter sessions and a county alderman. Mr. Pollock married in 1884 Mary Viner, only child of the late Captain Frederic Carl Playne, of the Rifle Brigade, and she succeeded to the Avening estate on the death of her grandfather, Mr. William Playne, of Avening Court. She died in 1910.

Legal News.

Appointments.

Sir FREDERICK LOW, K.C., M.P., has been appointed a Commissioner of Assize to go the Midland Circuit.

MR. VICTOR MURRAY COUTTS TROTTER, barrister-at-law, has been appointed to be a Judge of the High Court of Judicature in Madras, in the vacancy caused by the promotion of Sir John Edward Power Wallis, Kt., to be Chief Justice of the Court.

Changes in Partnerships.

Dissolutions.

JONATHAN CLARK and THOMAS PARKER, solicitors (Indermaur, Clark, & Parker), 1, Devonshire-terrace, Portland-place, W. December 31. The said Thomas Parker having retired from business. [*Gazette*, January 8.

JAMES PORTER, JAMES AMPHLETT, THOMAS LATIMER JONES, and JOHN DOUGLAS HAMILTON OSBORN, solicitors (Porter, Amphlett, & Jones), at Conway, in the county of Carnarvon, and at Colwyn Bay and Llanrwst, in the county of Denbigh. January 1. The said James Porter, James Amphlett, and John Douglas Hamilton Osborn will in future practise at Conway and Colwyn Bay, and the said Thomas Latimer Jones at Llanrwst. [*Gazette*, January 12.

Information Required.

MAX ARTHUR MACAULIFFE.—£5 reward for information leading to discovery of will later than October, 1912.—Miss Moran, 154, Blythe-road, West Kensington.

General.

On taking his seat in court on Tuesday morning, Mr. Justice Astbury mentioned the sudden death of Sir Charles Macnaghten, K.C., the leader of the court, which took place during the vacation. His lordship referred to him as a personal friend, and said that in his professional capacity Sir Charles Macnaghten was an able advocate and a just and generous opponent. He had been cut off in the prime of his career, and his death would be long and deeply mourned. To his bereaved family their sympathy would go out on the occasion of so great a loss. On behalf of the bar, Mr. N. Micklem, K.C., said that he desired to associate himself with his lordship's remarks.

At Dorset Assizes at Dorchester on Tuesday, Mr. Justice Scrutton, in charging the Grand Jury, alluded to the fact that every crime alleged in the calendar was due to drink. He said there were people who wished that at this time, when Russia had prohibited the sale of vodka at a loss of 70 millions of revenue, and France had prohibited the sale of absinthe and other strong spirits, this nation might also have had the courage to prohibit the sale of alcoholic liquor during this period of national emergency. It could not be too strongly impressed on the civil and military population that we were not likely to conquer the enemy unless we had learnt to control ourselves. Both our soldiers and the very indiscreet friends who treated them would be well advised to study Lord Kitchener's warning against drink and its prejudicial effect on the efficiency of the Army.

Second Lieutenant J. R. B. Weeding, Welsh Regiment, who was killed near Ypres, was the second son of Mr. T. W. Weeding, Clerk of the Peace for Surrey and Clerk to the Surrey County Council. Shortly before the war he resigned his position as a member of the Surrey County Council staff at Kingston to set up in practice as a solicitor in Shanghai, but on the outbreak of hostilities he put those plans aside and joined the Royal Flying Corps. Later he was given a commission in the Welsh Regiment. He was thirty-two years of age. His brother, Captain Thomas Weeding, of The Queen's (Royal West Surrey) Regiment, was severely wounded in the fighting around Ypres in November.

Captain Walter K. Freeth, 12th Royal Fusiliers, was fined £7 at Shoreham (Sussex) Petty Sessions on Monday for practising as a solicitor without being qualified. In November last Captain Freeth defended a brother officer who was summoned for an infringement of the Motor Act. He had passed all his examinations, but had never been admitted, and, being in Government service, he was not permitted to take up a practising certificate. Captain Freeth apologized to the justices, declaring that he did not intend to mislead them.

The City of London Real Property Company (Limited), says the *Times*, sued Messrs. T. Dennis Rock & Co., merchants, of St. Mary Axe, in the City of London Court for £5 2s. for repairs. It was stated that the defendants, formerly tenants of the plaintiffs, had paid £2 11s. The plaintiffs had notice from the City Corporation that the premises were needed for public improvements, and the defendants had to leave them. Then the plaintiffs had to do necessary repairs, and they were claiming the amount from the defendants. Judge Rentoul, K.C., said that it was rather ridiculous from a common-sense point of view that the defendants should have to pay for repairs to premises which were coming down, but it was one of the law's subtleties that a man must fulfil his covenants, no matter what happened. If a man took a lease of a house and it was burned down, he still had to pay the rent. He gave judgment for the plaintiffs, but without costs.

In his charge to the Grand Jury at the Middlesex Sessions last Saturday Mr. Montagu Sharpe said the calendar contained fifteen cases, which represented about half the usual number. The war had taken off many of the professional criminal class. Although they were criminals, those people were Englishmen, and there was a certain amount of patriotism in them all the same. They were as anxious to do their duty to their country as they were to rob people. Last year, he added, the sessions sat altogether thirty days, the cases numbering 182—rather less than in the previous year. He was afraid, however, that the falling off would be only temporary, and that after the war the figures would jump up again. On the same day Mr. Eliot Howard, at the Stratford Police Court, drew attention to the very small amount of criminal business before the court during the last month or so. The same state of things, he was pleased to say, existed throughout the county, and at the Essex Quarter Sessions held during the week there was the smallest number of cases on record. This was very pleasing, especially in view of the fact that there were a very large number of troops in the county.

The directors of the National Provincial Bank of England (Limited) have declared a further dividend of 7 per cent., making 16 per cent. for the past year, and have appropriated £200,000 to a Contingency Fund, carrying forward £93,000.

The directors of the London, County and Westminster Bank (Limited), after making provision for bad and doubtful debts, and applying £336,600 in writing down investments, have declared a dividend of 10½ per cent. for the past half-year (less income-tax), making a total distribution of 21½ per cent. for the year 1914, leaving a balance of £160,112 to be carried forward.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1	Mr. Justice Joyce.	Mr. Justice Warrington
Monday Jan. 18	Mr. Synge	Mr. Goldschmidt	Mr. Church	Mr. Farmer
Tuesday 19	Church	Borrer	Farmer	Synge
Wednesday .. 20	Farmer	Leach	Goldschmidt	Bloxam
Thursday 21	Bloxam	Church	Leach	Goldschmidt
Friday 22	Greswell	Synge	Borrer	Leach
Saturday 23	Jolly	Farmer	Greswell	Church

Date.	Mr. Justice Neville.	Mr. Justice Eve.	Mr. Justice Sargant.	Mr. Justice Astbury.
Monday Jan. 18	Mr. Jolly	Mr. Leach	Mr. Borrer	Mr. Bloxam
Tuesday 19	Greswell	Goldschmidt	Leach	Jolly
Wednesday .. 20	Borrer	Church	Greswell	Synge
Thursday 21	Synge	Greswell	Jolly	Farmer
Friday 22	Farmer	Jolly	Bloxam	Church
Saturday 23	Bloxam	Borrer	Synge	Goldschmidt

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Jan 8.

INNOVATION INGENUITIES, LTD.—Creditors are required, on or before Feb 8, to send their names and addresses, and the particulars of their debts or claims, to Alfred Page, liquidator, c/o Timbrell & Deighton, 90, Cannon st

REG. SAMSON, LTD.—Creditors are required, on or before Jan 29, to send their names and addresses, and the particulars of their debts or claims, to Bernard Samson, 11½, Edmund st, Birmingham, liquidator.

RHODESIAN CORPORATION (1912), LTD.—Creditors are required, on or before Mar 8, to send their names and addresses, and particulars of their debts or claims, to Ernest Walter Sandeman, London Wall bldgs, liquidator.

SHAKESPEAR, SHAW & SON, LTD.—Creditors are required, on or before Jan 29, to send their names and addresses, and the particulars of their debts or claims, to J. Wheatley Jones, liquidator c/o Messrs. E. C. & H. Haworth & Co., 19, Cooper st, Manchester

W. F. DAVIS & CO, LTD.—Creditors are required, on or before Feb 3, to send their names and addresses, and the particulars of their debts or claims, to Mr. Oscar Berry, Monument House, Monument sq, or Mr. F. Woolley, 6, Portland st Southampton, liquidators.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Jan. 12.

CENTRAL PICTURE PALACE, WARRINGTON, LTD.—Creditors are required, on or before Jan 23, to send their names and addresses, and the particulars of their debts or claims, to Bertram Silcock, 8, Egypt st, Warrington liquidator.

PICTURE SUPPLIES, LTD.—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to Stanley Lingard, 22, Booth st, Manchester, liquidator.

SUNLIGHT SCREENS, LTD.—Creditors are required, on or before Feb 11, to send their names and addresses, and the particulars of their debts and claims, to John J. Hilver, 726, Piccadilly, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Jan 8.

Lee and Knott (1907), Ltd.
Abbé Daney Fire Extinguisher Co, Ltd.
Acme Box Manufacturing and Timber Co, Ltd.
Automatic Shoe Shine Co, Ltd.
Luna Park (Vienna), Ltd.
Neue Welt (Berlin), Ltd.
Pongola Rubber Estates, Ltd.
W. Marshall (Manchester), Ltd.
Chapman, Griffiths, & Co, Ltd.
Hermann Wagner, Ltd.
Spagnoletti, Ltd.
Rodis & Co, Ltd.
Gateshead Drill and Public Hall Co, Ltd.
Bishopsgate Syndicate, Ltd.
R. Davies and Sons, Ltd.
General Electrolytic Patent Co, Ltd.
Cotton Waste Dealers' Fire Insurance Co, Ltd.
Low Wood Steamship Co, Ltd.
Picture House (Halifax), Ltd.
Ledger Hall and Smith Co, Ltd.

London Gazette.—TUESDAY Jan. 12.

E. H. Jackson, Ltd.
Wm. Smith & Sons (Contractors), Ltd.
Bennett Light Syndicate, Ltd.
Henshaw, Travis & Co, Ltd.
Northern Cap Manufacturing Co, Ltd.
Windsor and Ascot Engineering Co, Ltd.
Masonic Hall (Ashton-under-Lyne), Ltd.
Lower Burma Rubber Estates, Ltd.
Australasian Motor Cab Co, Ltd.
Darlington, Middlesbrough and Stockton Steam Laundries, Co, Ltd.
Nance Leather Works, Ltd.
R. S. Price, Ltd.
French Bank of London, Ltd.
Peruvian Coast Syndicate, Ltd.
East Indies Crude Rubber Trading Co, Ltd.
Western Cowl and Ventilator Works, Ltd.
Sunlight Screens, Ltd.
A. J. Stevens & Co, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 8.

ALBINSON, HANNAH HOLT, Moss Side, Manchester Feb 6 Cottrill, Manchester
ALLEN, REBECCA, Mitcham, Surrey Feb 15 Warmington & Edmonds, Coleman st
BAKER, HORACE, Newcastle upon Tyne Feb 19 W. J. S. & J. A. S. Scott, Newcastle on Tyne
BARROW, WILLIAM, Hebburn, Durham, Licensed Victualler Feb 15 Livingston, Jarrow
BEILBY, CLARA OLIVIA, Hove, Sussex Feb 9 Cockburn & Co, Hove
BENNETT, HUGH DONALD, Bredon, Worcestershire Mar 1 Hays & Co Clement's In
BIDDER, HARRIOT ELIZABETH, Redhill, Surrey Feb 20 Morrisons & Nightingale, Redhill
BONE, ARTHUR EDWARD, Southsea, Hants Feb 10 Sherwin, Portsmouth
BRADSHAW, JOHN, Cheltenham Jan 26 Satterthwaite, Lancaster
BUCKENHAM, SARAH BAILEY, Thorpe, Norwich Feb 4 Hill & Son, Norwich
BURR, THOMAS WALTER, Cambridge Feb 10 Eaden & Co, Cambridge
CHATTO, DENIS OHN FRANCIS POTTS, Torquay Feb 8 Hyde & Co, Ely pl
CHISHOLM, JANET SARAH, Hurworth on Tees, Durham Feb 17 Jukes, Gray's Inn sq
COHEN, ESTHER, Quex rd, Kilburn Feb 15 Solomon, Finsbury pvmt
COVENEY, ELIZA, Hawkhurst, Kent Feb 5 Maudison & Co, Old Jewry
CRAGGS, GRACE, Sedgefield, Durham Jan 31 Jennings, Bishop Auckland
CROMPTON, SELINA, Bournemouth Mar 1 Parkinson & Co, Manchester
CRUICKSHANK, ERIC ONSLOW, Gloucester ter, Hyde park Feb 8 Smith & Hudson, Fenchurch st
DUFF, MARIE ALBERTINE, Argyll rd, Kensington Feb 8 Slaughter & May, Austin friars
GARRETT, CAROLINE ANN, Eltham, Kent Feb 8 Bartlett & Gregory, New sq
GIBSON, ELIZABETH, Sunderland Feb 15 Longden & Co, Sunderland
HARDING, EDWARD, Liverpool Feb 22 McKenna, Liverpool
HARGREAVES, THOMAS, Rochdale Feb 5 Standring & Co, Rochdale
HARINGTON, Rev CHARLES SUMNER, Bath Feb 23 Baker & Nairn, Crosby sq
HAWKINS, WILLIAM, Salford, Lancs, Carrier Feb 15 Desquesnes, Salford
HENRIQUES, RONALD LUCAS QUIXANO, Sussex sq Feb 17 Bryden & Samuel, John st, Adelphi
HOLLINGSWORTH, GEORGE, Alresford, Hants Jan 22 Shield & Mackarness, Alresford
HUGHES, CHARLES, Bolsover, Derby, Builder Feb 12 Jones & Middleton, Chesterfield
JACQUES, THOMAS, Aylburton, Lydney, Glos Mar 1 Bythell & Co, Evesham
JENNINGS, JOHN, Skelton, Cumberland Feb 13 Beaumire & Shepherd, Penrith
JEWSON, ELIZA, Middlesbrough Jan 29 Richardson, Middlesbrough
KELLATT, EMMA MOORHOUSE, Blackpool Feb 20 Hilditch, Manchester
LEACH, ELIZA, Shaw, Lancs Feb 5 Standring & Co, Rochdale
MAGUIRE, JAMES, Sheppey, Kent Feb 8 Goddard & Co, Clement's inn, Strand

McKECHNIE, DANIEL MONTGOMERY, Halewood, Lancs, Metal Extractor Feb 6 Oppenheim & Co, St Helens
MINCHIN, JOHN WILLIAM, Charlton Kings, Glos Feb 8 Billings, Cheltenham
NOBLE, WILLIAM JAMES, K.C., Paper bldgs, Temple Feb 10 Beale & Co, Great George st
PYMAN, Capt JAMES, 84 James' st, Westminster Feb 9 Hughes & Sons, John st, Bedford row
REYNOLDS, JOHN SLATER, Lee Green, Kent, Licensed Victualler Feb 8 Greaves, Serjeant's inn
RIGADIS, CONSTANTIN ELEUTHERIOS, Alexandria, Egypt Feb 19 Coward & Co, Mincing la
SAUNDERS, CAROLINE FRANCES, Leamington Spa, Warwick Mar 9 Hallowes & Carter, Bedford row
SAUNDERS, FRANCIS GEORGE, Liverpool Feb 7 Berry & Co, Liverpool
THIELEMANN, FREDERICK AUGUST, Exmouth st, Hampstead rd, Baker Feb 1 Harman & Son, Great Portland st
TOWNSEND, MARY, Halifax Feb 8 Bailey, Halifax
WALKER, WILLIAM, Frodsham, Chester, Timber Merchant Feb 22 Burton, Runcorn
WILSON, GORDON CHESNEY, Hertford st, Mayfair Feb 19 Coward & Co, Mincing la
WILSON, HENRY JOSEPH, Sheffield, Gold and Silver Refiner Mar 1 Busk & Co, Lincoln's inn fields
WINTERTON, FRANK, Thurmaston, Leicester, Solicitor Feb 9 Freer & Co, Leicester
YARWOOD, JOHN, Eccles, nr Manchester, Master Wheelwright Feb 8 Bowden, Manchester

London Gazette.—TUESDAY, Jan. 12.

ADAMS, GEORGE, Kingham and Taynton, Oxford, Grocer Feb 24 Wilkins & Toy, Chipping Norton
ADDERLEY, JOSEPH WILLIAM, Penkridge, Staffs, Farmer Feb 24 Hall, Wolverhampton
ALLEN, ROBERT, Brentford Feb 14 Martineau & Reid, Raymond bldgs
BARROW, ARTHUR, Clevedon, Somerset Feb 15 Jones, Gresham bldgs
BIRCH, Sir ARTHUR NORTH, KCMG, Grosvenor pl Mar 1 Davenport & Co, Chancery la
CHAPMAN, THOMAS EDWARD AUGUSTUS, Horfield, Bristol Feb 8 Bradford & Co, Swindon
CHRISTIAN, BASIL EVAN, Onslow sq, South Kensington Feb 9 Goodhall, King's ct, Broadway, Westminster
CHURCHILL, WILLIAM SMITH, Manchester Feb 9 Parker & Co, Manchester
COLLINGE, ROBERT, Rochdale, Woollen Merchant Feb 12 Jackson & Co, Rochdale
CRISPIN, Colonel HUGH TREVOR, Camberley, Surrey Feb 10 Trower & Co, New sq
DAVIS, ROBERT JOHNSON, Beckenham, Kent Feb 20 Stannard & Bosanquet, Eastcheap
DODDS, WILLIAM, Melsonby, Yorks, Builder Feb 8 Latimer, Darlington
DUGDALE, THOMAS CANTRELL, Manchester Feb 8 Lloyd & Davies, Manchester
EDWARDS, ELIZABETH KNIGHT, Manchester Mar 25 Challinor, Manchester
EVERITT, FRANCIS DOUGLAS, Camberley, Surrey Feb 12 Sanders & Co, Birmingham
FRY, CHARLES ORLEBAR, Commercial rd, Peckham Feb 15 Hubbard & Co, Cannon st
GALLOWAY, HENRY, Hale, Chester, Solicitor, JP Feb 28 Payne & Co, Manchester
GARLAND, CHRISTOPHER OSCAR, Sutherland av, Maida Vale Feb 12 Russell, Broadway, Bexley Heath
GARLAND, VALENTINE TOM, Kings Worthy, nr Winchester Jan 23 Harris, Winchester
GELDER, WILLIAM, Knaresborough Mar 1 Dale, Knaresborough
GILLMAN, CHARLES, Hinksey Hill, Berks Feb 24 Wilkins & Toy, Oxford
GILLMAN, ELIZABETH SELENA, Hinksey Hill, Berks Feb 24 Wilkins & Toy, Oxford
GREENWELL, WILLIAM, Sunderland, Silversmith Feb 13 J & W J Robinson, Sunderland
HATCH, JOHN JAMES, St Heliers, Jersey Feb 20 Robins, Pancras la
HODGSON, WILLIAM LENG, Saltburn by the Sea Feb 6 Hardy, Middlesbrough
HOROBIN, MARGARET, Manchester Feb 9 Hardicker & Hanson, Manchester
KNIGHTS, NOAH, South Lowestoft, Ship Chandler Feb 5 Johnson & Nicholson, Lowestoft
LANCASTER, GEORGE, York Mar 1 Kay, York
LYDE, Rev WILLIAM, Bognor Feb 8 Barlow & Co, Fenchurch st
MAWDSLEY, HANNAH, Southport Feb 17 Collins & Co, Liverpool
MAXWELL, JOHN ROBERT, Whitley, Ironmonger Feb 8 Reed & Co, North Shields
MCLELLAN, JOHN, West Kirby, Chester Feb 18 Toulmin & Co, Liverpool
MELLOR, JAMES, Huddersfield Feb 10 Leonard, Huddersfield
MITCHELL, JOHN, Leicester, Haberdasher Feb 20 Toller & Co, Leicester
REES, RICHARD, Llangathen, Carmarthen, Farmer Feb 15 Edmunds, Llandilo
ROBINSON, EDGAR FRANCIS, St James ct, Buckingham gate Mar 1 Bolton & Co, Temple gdns
SOMES, ELIZABETH MARY, Claremont rd, Forest Gate Feb 20 Carr & Co, Rood la
TANNER, The Rev WILLIAM AFRIC, Princes sq, Middx Feb 13 Winterbotham & Sons, Stroud, Glos
THOMPSON, ESTHER, Rochdale Feb 8 Wiles, Rochdale
VALPY, OLIVER HARRIS, Sloane ct Feb 15 Chapman-Walker & Shephard, Dover st
WAINWRIGHT, JAMES EDWARD TAYLOR, Bidston, Chester, Surveyor Feb 8 Mather & Son, Liverpool
WOOD, WILLIAM, Brandon st, Walworth, Hardware Merchant Feb 15 Matthews & Co, Southwark st

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette—TUESDAY, Jan. 5.

BELLINGER, FREDERICK CHARLES, Beercrocombe Rectory, nr Taunton Yeovil Pet Dec 4 Ord Dec 31
FERGUSON, JOHN, Barrow in Furness Preston Pet Dec 11 Ord Dec 30
GELDART, HARRY, Pontefract, Shoe Maker Wakefield Pet Dec 30 Ord Dec 30
HARMON, WALTER HENRY, Oxford, Furniture Dealer Oxford Pet Jan 2 Ord Jan 2
HAYWARD, SIDNEY, Widcombe, Bath, Hawker Bath Pet Jan 1 Ord Jan 1
KHAN, M A, Twickenham, Law Student, Brentford Pet Feb 2 Ord Jan 1
MORRIS, JOSIAH ZACHARIAH, Worcester Worcester Pet Dec 17 Ord Jan 2
OWENS, WILLIAM, Warrington, General Merchant Warrington Pet Dec 17 Ord Dec 31
STRICK, ELIZABETH, Colebrook, Copplestone, Devon Widow Exeter Pet Dec 30 Ord Dec 30
VICKERY, FRANK ARTHUR, and JOHN KNOWLES, Dover Greengrocers Canterbury Pet Dec 30 Ord Dec 30
WANSBROUGH, ARCHIBALD WILLIAM, Embsay, Yorks, Tailor Burnley Pet Jan 1 Ord Jan 1
WHITFELD, SAMUEL, Plymouth, Brush Maker Plymouth Pet Dec 31 Ord Dec 31
WILD, FRANCIS REUBEN, Birmingham, Builder Birmingham Pet Dec 31 Ord Dec 31

Amended notice substituted for that published in the London Gazette of Dec 25.

DO NASCIMENTO, PORPHIRIO AUGUSTO PINDER, Surbiton, Surrey, Merchant Kingston, Surrey Pet May 15 Ord June 4

FIRST MEETINGS.

BOOTH, HOLDEN, Liverpool, Draper Jan 12 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
DONKIN, HAROLD, Carlisle, Tobacco Dealer Jan 13 at 11 34, Fisher st, Carlisle
FRANCIS, RICHARD, Amlwch, Anglesey, Coal Merchant Jan 13 at 12 Crypt chmbrs, Chester
GELDART, HARRY, Pontefract, Shoe Maker Jan 13 at 11 Off Rec, 21, King st, Wakefield
GILBY, JAMES, Old Trafford, Lancs, Commission Agent Jan 13 at 3 Off Rec, Byrom st, Manchester
HASTILOW, HAROLD, and FRANK WILFRED LYNDON, Saltley, Birmingham, Drapers Jan 13 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
INGS, FREDERICK ARTHUR, Gloucester, Grocer Jan 12 at 3 Off Rec, Station rd, Gloucester
JENNINGS, FREDERICK GEORGE, Gedling, Notts Jan 12 at 10.15 Off Rec, 4, Castle pl, Park st, Nottingham
PRESTON, CHARLES HENRY FREDERICK, Leeds, Picture House Lessee Jan 13 at 11 Off Rec, 24, Bond st, Leeds
PRINCE, WILLIAM EVANSON, Nantwich, Chester, Farmer Jan 13 at 2.30 Royal Hotel, Crewe
RHODES, EDWARD, Tipton, Staffs, Grocer Jan 12 at 12 Off Rec, 1, Priory st, Dudley
SMITH, HENRY ALLMAND, Sheffield, Commission Agent, Jan 13 at 12 Off Rec, Figtree ln, Sheffield
STRICK, ELIZABETH, Colebrook, Copplestone, Devon Jan 21 at 10 30 Off Rec, 9, Bedford cir, Exeter
WHITFIELD, SAMUEL, Plymouth, Brush Maker Jan 14 at 2.15 7, Buckland ter, Plymouth
WHITTAKER, SARAH ANN, and MARY ANN HASLAM, Bolton Jan 13 at 11.30 Off Rec, 19, Exchange st, Bolton
WILD, FRANCIS REUBEN, Birmingham, Builder Jan 13 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
WILDING, CHARLES WILLIAM, Dafen, nr Llanelly Jan 13 at 11.30 Off Rec, 4, Queen st, Carmarthen

ADJUDICATIONS.

GELDART, HARRY, Pontefract, Shoe Maker Wakefield Pet Dec 30 Ord Dec 30
GILBY, JAMES, Old Trafford, Lancs, Commission Agent Salford Pet June 17 Ord Dec 31
HARMON, WALTER HENRY, Oxford, Furniture Dealer Oxford Pet Jan 2 Ord Jan 2
HAYWARD, SIDNEY, Widcombe, Bath, Hawker Bath Pet Jan 1 Ord Jan 1
JONES, EVAN, Lambeth walk, Dairyman High Court Pet Nov 4 Ord Jan 1
JONES, Rev CHARLES PERCY, Buntingford, Herts High Court Pet July 30 Ord Jan 1
STRICK, ELIZABETH, Colebrook, Copplestone, Devon Widow Exeter Pet Dec 30 Ord Dec 30
VICKERY, FRANK ARTHUR, and JOHN KNOWLES, Dover Greengrocers Canterbury Pet Dec 30 Ord Dec 30
WANSBROUGH, ARCHIBALD WILLIAM, Embsay, York Tailor Burnley Pet Jan 1 Ord Jan 1
WHITFELD, SAMUEL, Plymouth, Brush Maker Plymouth Pet Dec 31 Ord Dec 31
WILD, FRANCIS REUBEN, Birmingham, Builder Birmingham Pet Dec 31 Ord Dec 31

ADJUDICATIONS ANNULLED.

EASTWOOD, MARTHA ELLEN, Wombwell, Yorks Barnsley Adjud Nov, 21 1914 Annul Dec 21, 1914